



YOUTH SERVICES

**REQUEST FOR
PROPOSALS**

**COMPUTER
SERVICES**

APRIL 2006

NOTICE TO PROPOSERS

The Louisiana Office of Youth Development hereby solicits proposals from qualified proposers to provide computer programming services to migrate all existing data systems into one system where it can be shared and accessed via the web.

Request for Proposal packages may be obtained by contacting: Dawson Andrews, RFP Coordinator, Office of Youth Development, 7919 Independence Boulevard, State Police Building, 1st Floor, Baton Rouge, Louisiana 70806; fax 225-287-7965; e-mail: dandrews@oyd.louisiana.gov. The RFP may be picked up in person, or if requested in writing, will be mailed to the proposer. The RFP packet can be obtained in electronic format by downloading the Request for Proposal packet from the Office of Youth Development website at <http://www.srch2.doa.la.gov/osp/lapac/pubmain.asp> **OR** by downloading the Request for Proposal packet from the LaPAC website at <http://www.srch2.doa.louisiana.gov/osp/lapac/pubmain.asp>.

Proposers may send written questions concerning the RFP to the RFP Coordinator at the address listed above. All written inquiries must be received by 4:00 p.m., April 25, 2006. Official responses to each question will be posted at www.oyd.louisiana.gov by May 2, 2006.

Completed proposals must be physically in the possession of the Office of Youth Development by 4:00 p.m., May 22, 2006. One original proposal must be submitted, and three copies should be submitted. No proposal received after this time and date will be considered. Proposals may be delivered or mailed to: Dawson Andrews, RFP Coordinator, Office of Youth Development, 7919 Independence Boulevard, State Police Building, 1st Floor, Baton Rouge, LA 70806.

The Office of Youth Development reserves the right to reject any and all proposals submitted in response to this RFP.

GENERAL INFORMATION

The Office of Youth Development is soliciting proposals for computer programming services to migrate all existing data systems into one system where it can be shared and accessed via the web. This Request for Proposal (RFP) package contains all of the information and forms necessary to complete and submit one or more proposals for the services described herein.

The RFP contains several sections and attachments, and each should be read in its entirety, as it establishes the minimum requirements for the format and contents of the proposal.

The prospective recipient of federal and state assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency.

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this announcement if it is determined to be in the State's best interest.

The award of a contract does not automatically commit the Office of Youth Development to any expenditure. In accordance with LA R.S. 39:1481 et seq., contracts must be approved by the Division of Administration, Office of Contractual Review, before a legal commitment can be made to expend public funds for the contracts.

For the purpose of this Request for Proposal, the terms "proposer", "contractor" or "contractor" may be used interchangeably. The term "Office" refers to the Office of Youth Development.

The Office of Youth Development, the Legislative Auditor, the Inspector General, and any duly authorized representative of those agencies shall have access to the books and records of the contractor for the purpose of audit and examination of any records of the contractor pertinent to the contract.

The Office reserves the right to amend and/or modify the schedule or revise any part of the RFP by issuing an addendum to the RFP at any time. The Office reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

Any contract resulting from this RFP will be for a term of one year.

REQUESTS FOR RFP'S AND PROPOSER INQUIRIES

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below. This RFP is available in electronic format at www.oyd.louisiana.gov and on the LaPAC website at <http://www.srch2.doa.la.gov/osp/lapac/pubmain.asp> or in printed form by submitting a written request to the RFP Coordinator.

Only Dawson Andrews has the authority to officially respond to proposers' questions on behalf of the Office. Any communications from any other individuals are not binding on the Office.

The State will consider written proposer inquiries regarding RFP requirements or Scope of Services before the date specified in the Schedule of Events. Any questions regarding the RFP ***MUST*** be submitted in writing to the RFP Coordinator by e-mail or by written letter submitted to the address indicated below. All questions must be received by the RFP Coordinator by April 25, 2006. All questions directed to the RFP Coordinator will be deemed to require an official response. Official responses to each of the questions presented by the Proposers will be posted by May 1, 2006 at www.oyd.louisiana.gov.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at:

Contact Person's Name:	<i>Dawson Andrews</i>
Contact e-mail:	<i>dandrews@oyd.louisiana.gov</i>
Contact address:	<i>Office of Youth Development 7919 Independence Boulevard State Police Building, 1st Floor Baton Rouge, LA 70806 Or P. O. Box 66458 Audubon Station Baton Rouge, LA 70896</i>
Contact Fax:	<i>225-287-7965</i>

SCHEDULE OF EVENTS	
Request for Proposal Announced	<u><i>April 5, 2006</i></u>
Deadline for receiving contractor questions	<u><i>April 25, 2006</i></u>
Issue responses to contractor inquiries	<u><i>May 1, 2006</i></u>
Proposals Due by 4:00 p.m.	<u><i>May 22, 2006</i></u>
The Office of Youth Development reserves the right to deviate from this schedule.	

PROPOSAL SUBMISSION

One (1) original shall be submitted and three (3) copies of the proposal should be submitted to the RFP Coordinator at the address specified. The original proposal must contain original signatures and should be clearly marked or differentiated from the other copies of the proposal. The original proposal will be incorporated by reference into any contract resulting from the RFP.

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A board resolution granting such authority should also be submitted (Attachment B) to the RFP.

It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals which are not received by the RFP Coordinator prior to the deadline will not be considered for this RFP. This Office cannot make allowances for late deliveries by any mail service.

All proposals must be received by the Office of Youth Development by 4:00 p.m. on May 22, 2006 at the following address:

MAILING ADDRESS

Office of Youth Development
Attention: Dawson Andrews
P. O. Box 66458, Audubon Station
Baton Rouge, LA 70896

PHYSICAL ADDRESS

Office of Youth Development
Attention: Dawson Andrews
7919 Independence Boulevard
State Police Building, 1st Floor
Baton Rouge, LA 70806

All materials submitted in response to this request become the property of the State. Selection or rejection of a proposal does not affect this right.

Only information such as legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

The State is not liable for any costs incurred by prospective proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer and shall not be reimbursed in any manner by the State of Louisiana.

The State will not be liable for any errors in proposals. The Office reserves the right to make corrections or amendments due to errors identified in proposals by the Office or the proposer. The Office, at its option, has the right to request clarification or additional information from the proposers. Should the office request additional information for evaluating the proposal, proposer must submit requested information within five (5) working days of the request or the proposal will be disqualified.

EVALUATION AND SELECTION

An evaluation team, to be designated by the Office, will evaluate the proposals and determine which proposals are most responsive or most advantageous to the State by considering price and the evaluation factors set forth below.

The evaluation team will review all proposals for compliance with the mandatory administrative requirements specified in the RFP. Non-compliant proposals will be rejected. The evaluation team will present the highest scored proposer to the head of the agency for final selection and determination of responsibility.

The evaluation team will notify all proposers as to the chosen proposer.

The evaluation will be based only on the weighted criteria listed below with 100 points possible.

<u>Evaluation and Scoring Process</u>	
<u>Technical Proposal Selection Criteria</u>	50 Points
<ul style="list-style-type: none"> The technical proposal will be evaluated for compliance with the proposal format outlined in the Request for Proposal. The next level of review will be to evaluate the proposal for technical merit based on its appropriateness to the performance of the agency requirements, its applicability to the State Agency's environment, and its effective utilization of contractor and State resources. 	
<u>Cost Proposal Selection Criteria</u>	50 Points
<p>The following formula will be used to apply points based on cost:</p> $\frac{\text{Maximum Price Points}}{\text{Price of Lowest Proposal}} \times \frac{\text{Price of Proposal being Rated}}{\text{Proposal Price}} = \text{Points}$ <ul style="list-style-type: none"> Prices proposed by the Contractor should be submitted on the Cost Sheet, Attachment A. 	
<u>Selection Process</u>	
<p>The score for the Technical and Cost Evaluation will be totaled. The highest scored proposer will be recommended for selection to the head of the agency.</p>	

CONTRACT AWARD AND EXECUTION

The Office reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offer received. The Office reserves the right to contract for all or a partial list of services offered in the proposal.

The contracts awarded shall be based on the proposals receiving the highest number of points as indicated by the evaluation criteria contained in this RFP.

The RFP and proposal of the selected proposer will become part of any contract initiated by the Office.

The selected proposer will be expected to enter into a contract which is substantially the same as the sample contract included as Attachment D to this RFP. In no event is a proposer to submit their own standard contract terms and conditions as a response to this RFP. The proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds fifteen (15) days or if the selected proposer fails to sign the final contract within fifteen (15) days of delivery, the Office may elect to cancel the award and award the contract to the next-highest-ranked proposer.

Proposers are responsible for determining that there will be no conflict or violation of the Code of Government Ethics, LSA R.S. 42:1101 et seq., if their company is awarded the contract. Ethics issues will be interpreted by the Louisiana Board of Ethics.

CORPORATION REQUIREMENTS

Upon the award of the contract, if the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a Certificate of Authority pursuant to LA R.S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

Upon the award of the contract, if the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a Disclosure of Ownership form has been properly filed with the Secretary of State of Louisiana. A copy bearing the stamp of the Secretary of State will be required with submission of the signed contract.

PROPOSAL CONTENT

The following format should be strictly adhered to in the preparation of proposals. Failure to provide required information and/or documentation could disqualify your proposal.

One (1) original shall be and three (3) copies of the proposal should be submitted. The original proposal must contain original signatures and should be clearly marked "Original".

Pages of the proposal should be numbered consecutively throughout the proposal, and each copy should be securely stapled, fastened or bound.

The cover page of the proposal should indicate that the proposal is being submitted in response to OYD Request For Proposal, Computer Services.

The following format should be followed in preparation of the proposal:

1. Cover Letter

The cover letter should be on the Consultant's official business letterhead addressed to Dawson Andrews and should include the following statements:

1. [Company name] is submitting the attached proposal for consideration according to the Request for Proposal dated April 2006 issued by the State of Louisiana, OYD.
2. The attached proposal meets all the requirements specified in the RFP requirements, except as specified below: [list any limitations, constraints, or qualifications to the requirements of the OYD that are implicit in the submitted proposal].
3. The attached Cost Sheet includes all costs for providing consulting services as proposed in the proposal, except as specified below: list any other costs (e.g. tools or software or equipment implicit in the proposal) that the OYD must acquire to accomplish the proposed proposal.
4. Include your (contractor's) e-mail address.
[e-mail address]

2. Proposal

Proposer should submit a proposal that includes sufficient information to demonstrate that the proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Each proposal must include a list of all key personnel and should submit a detailed resume for each. All contracts must stipulate that no key personnel may be removed without prior approval from the Office. If a subcontractor will be used, clearly identify any subcontracting arrangements.

Contractor's proposal should include, at a minimum:

- A. A complete description of the proposed work plan including time schedules or a GANTT chart indicating how the consultant would accomplish the requisite tasks of the OYD RFP. This description should include a schedule of resources and related tasks, including the methodology/approach and an explanation of how these tasks will be completed.
- B. Those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or phase can commence.
- C. The personnel resources and estimated hours (by job classification) to complete the tasks identified.

The proposal shall identify key personnel who will work on this project, and resumes should be provided for all personnel who are proposed to work on this project. Personnel described in the RFP must be committed to the project for its duration. Once a contract is executed the Contractor's key personnel assigned to this Contract in response to the RFP shall not be replaced without the written consent of the OYD. Such consent shall not be unreasonably withheld or

delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

D. An estimate of State resources required for this project.

E. A detailed written description of any work to be subcontracted, the name and address of the proposed subcontractor(s), including the proposed contractual agreement with the subcontractors.

F. Proposed approach to satisfying the requirements of the RFP and development of deliverables.

G. Proposed cost or price. Total costs are to be submitted as an all inclusive (travel, lodging, meals, etc.) hourly rate and reflecting the maximum amount to be paid under the contract. Therefore, you may be required to provide supportive details on hourly rates.

H. Any special resources to be provided by the Contractor are to be identified.

CERTIFICATION STATEMENT

The proposer must sign and submit the Certification Statement included in this RFP packet.

DETERMINATION OF RESPONSIBILITY

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:136. The Office must find that the proposer:

- Has adequate financial resources for performance or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the Office to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

Proposer may be required to submit a financial statement or other evidence of financial solvency.

Proposer should respond to all areas requested.

WITHDRAWAL OF PROPOSALS

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT

The State requires that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the contact name and fill in the information below (Type or print clearly):

Date: _____

Official Contact Name: _____

E-Mail Address: _____

Facsimile Number with area code: (____) _____

U.S. Mail Address: _____

Telephone Number: _____

Proposer certifies that the above information is true and grants permission to the State to contact the above-named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- 1) The information contained in its response to this RFP is accurate.
- 2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein.
- 3) Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
- 4) Proposer's quote is valid for at least one year from the date of proposer's signature below.
- 5) Proposer understands that if selected as the successful proposer, he/she will have fifteen (15) days from the date of delivery of the final contract in which to complete contract negotiations, if any, and execute the final document.

Authorized Signature: _____

STATEMENT OF WORK

1. Project or Task Objectives

Office of Youth Development (OYD) needs an enterprise-wide, fully integrated Youth Data Management System (YDMS). The solution will replace two existing legacy systems: The current custody management system known as the Juvenile Information Records Management System II (JIRMS II) which was initialized in October of 1988; and the Notes based Case Management System application primarily used by the Division of Youth Services, as well as several smaller specialized information systems. It is the intent of Youth Services to implement the solution throughout the agency.

OYD operates three secure facilities, 12 district offices and the administrative central office in Baton Rouge. In addition, more than 50 contracts are in place for services to OYD's youth through the private sector in various locations around Louisiana.

On any given day, OYD will have custody of approximately 1,200 youth and supervision of an additional 4,000 youth. Over the course of a year, an additional 4800 youth are served through various prevention and diversion activities.

OYD anticipates approximately 1000 users of the new system within the agency. Additionally, it is anticipated that portions of the system will be made available to outside agencies.

The goal is to migrate all data into one system where it can be shared and accessed via the web.

Plan to achieve goals:

- 1 Analyze existing systems to determine software and hardware infrastructure requirements – estimated duration of approximately three (3) days.
- 2 Install and configure new software including basic administrator training – estimated duration of approximately one (1) week.
- 3 Convert JIRMS program functionality into new system – estimated duration of approximately twelve (12) weeks.
- 4 Convert data from JIRMS into new system – estimated duration of approximately one (1) week.
- 5 Test system for quality assurance – estimated duration of approximately two (2) weeks.

The contractor shall provide a senior level technical person with extensive experience in IBM Lotus Notes/Domino, IBM WebSphere Portal, IBM DB2 and Bowstreet Portlet Factory.

The Notes/Domino resource must have extensive experience in IBM Lotus Notes/Domino R7 development – including javascript, advanced LotusScript, DB2 backend support/configuration and Lotus Notes/Domino componentization. This resource should also have detailed knowledge of application architectures and infrastructures, with particular knowledge of how Lotus Notes/Domino applications affect Domino server performance and availability/scalability and

how to adapt application code accordingly. The resource should also have knowledge of DB2 tables and how Notes/Domino R7 interacts with DB2 for application access. In addition, this resource must be able to work with YS developers and application stakeholders to understand the business and application requirements and translate those to Lotus Notes/Domino application requirements and application design.

The IBM Lotus Notes/Domino technical resource is to assist with the review of the existing application and code components and translate the existing application into an IBM Lotus Notes/Domino application. In addition, the technical resource is to code the new application in IBM Lotus/Notes Domino.

The IBM WebSphere Portal technical resource must have extensive experience in IBM WebSphere Portal V5 with a focus on the collaboration components of Portal. This resource should have detailed knowledge of how to incorporate Lotus Notes/Domino applications through collaborative portlets as well as how to front non web-based Domino applications as well as how to access DB2 data through a portlet. In addition, this resource must work with YS developers and the Notes/Domino developer to understand the business application requirements and translate those to IBM WebSphere Portal application requirements and design. This resource should also be able to install and configure all components of Portal.

The agency's servers are located at 7919 Independence Blvd, Baton Rouge, LA. The contracted technical resources providing these services must be highly skilled in many areas and must have extensive experience in multiple areas as identified in the Task Table. Problems cannot be identified and documented prior to their occurrence, therefore the objective with this RFP is to obtain as each issue arises, supplemental technical software staff support by one dedicated individual. The technical resource provided by the contractor may be called in to work at any time of the day of the week for problem determination and resolution situations.

The supplemental technical resource support is for an average of 40 hours per week (total for the project should not to exceed 640 hours). The resume of the technical resource who would be assigned to this project should accompany the Contractor's response to this RFP.

2. Scope of Work and Deliverables**2.1 Task 1 – Application Architecture Review****A. Task Description**

The contractor will analyze existing systems to determine software and hardware infrastructure requirements. YS will provide detailed descriptions including data and work flow of the existing computer systems. YS will also have at least one IT person assigned to work on this project and have available internal staff necessary to answer all questions.

Any software that is needed for the new system is to be installed, where needed, by the contractor. The contractor will install software with assistance from YS personnel. Training on installation, maintenance and administration will be provided by the contractor. The training will be on-the-job training and YS will receive all software documentation.

YS and contractor will produce code for the new system to include all functionality of the existing JIRMSII application. During this process the contractor will be responsible for being the lead programmer. The contractor will be responsible for giving on-the-job training to the YS programmer assigned to this project. The YS programmer will assist with coding the system. At the end of the contract period YS will be able to maintain and expand the system.

All data contained in JIRMS II will be converted into a format that can be loaded into the system being coded. YS will provide the necessary MAPPER programming and data down loading.

Testing will begin once the core element of the system is functional and will continue throughout system development. Once the system is complete all JIRMS II data will be loaded into the system and full system testing will begin. After the first week of testing all data will be reloaded and dual processing will begin using JIRMS II and the new system.

All data must replicate back to the Headquarters site for backup. The current Case Management system is replicated to notebook computers and functions without network connections. When the notebooks are connected to the YS, network data is replicated. This functionality must be a part of the new system.

Activity I – Application Architecture and Design Review

During this activity, contractor technical resource will review the overall application architecture for the application in use today. This activity includes the following sub-tasks.

Task One: Application Architecture Review

During this activity, the contractor technical resource will review the existing application architecture and map the existing architecture to an IBM Lotus Notes/Domino application architecture. This task will focus on the following items:

- Application Design – Review the existing application design. This includes business requirements and overall application workflow.
- Application Components – a review of the overall application components such as replication requirements, security settings (roles), automation, integration and development requirements

This review will be performed in conjunction with The State of LA, Office of Youth Development application developers.

Task Two: Detailed Application Requirements Review

During this activity, the contractor technical resource will perform a detailed review of the application code in question and map the existing code to an IBM Lotus Notes/Domino detailed design. This review will include the following:

- Code Walk – detailed review of the development methods, components, scripts and other items, including a code walk of the application
- Component Review – detailed review of use cases, meta data, storage, administration, etc. as it pertains to the application

This review will be performed in conjunction with The State of LA, Office of Youth Development application developers.

Activity II – Application Development

During this activity, the contractor technical resource codes the new application in IBM Lotus Notes/Domino, using specifications and designs outlined in Activity I.

Activity III – Domino Application Server Review

During this activity, the contractor technical resource will review the Domino application servers, with a focus on the overall performance aspects of the servers. This review will provide information on how to best configure the Domino application servers based on the application code developed in Activity II and the application architecture outlined in Activity I. This review is limited to the application servers only and includes the following items:

- Topology of Application Server(s)
- Replication strategy
- Configuration settings
- Hardware configuration
- High-level performance review and optimization (cpu utilization, memory utilization, performance configuration settings)

Activity IV – WebSphere Portal Installation

During this activity, the contractor technical resource will install and configure a base WebSphere Portal test environment. Once the base installation is complete, the contractor technical resource will then configure the Portal server to interact with the Notes/Domino server and the requested application.

B. Task Completion Criteria

For each task, completion criteria are directly dependent upon the nature of the assistance required. Each issue is complete when the IT Director and the contractor agree, and the Contractor includes documentation of the task referenced in the Weekly Status Report.

C. Deliverables Required

- | |
|--|
| <ol style="list-style-type: none"> 1 Weekly Status Report that itemizes the tasks accomplished for the previous week, total number of hours worked and identification of any issues that need resolution. 2 Analyze existing systems to determine software and hardware infrastructure requirements 3 Install and configure new software including basic administrator training 4 Convert JIRMS program functionality and case management functionality into new system 5 Test system for quality assurance |
|--|

D. Acceptance of Deliverables

- | |
|---|
| <p>1. <i>General.</i> Except where the Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable task completion criteria specified in the Statement of Work. This is a level-of-effort SOW only. As such, the only material deliverables provided will be the Weekly Status Report.</p> <p>2. <i>Submittal and Review.</i> Upon written notification by Contractor that a deliverable is completed and available for review and acceptance, the State will promptly review the Deliverable within 10 business days after the deliverable is presented to the State Project Manager. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.</p> <p>3. <i>Notification of Acceptance or Rejection.</i> If State approves a deliverable, State will notify Contractor in writing of the approval. If State disapproves a deliverable, State will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the deliverable to be approved. With respect to rejected deliverables, the parties agree to repeat the process for a maximum of three iterations. The payment by the State for completed tasks is contingent upon correction of all such deficiencies and acceptance by the State.</p> |
|---|

E. Contract Requirements

- | |
|---|
| <ol style="list-style-type: none"> 1. The contractor must provide a dedicated individual for the life of the contract. The majority of the work must be performed on-site at 7919 Independence Blvd., Baton Rouge, LA 70806 . 2. The Office of Youth Development shall provide the contractor with a cubicle, desktop PC, printer, restricted Office of Youth Development network and Internet Access, email, local telephone service, standard desktop office software (word processor, spreadsheet), limited use of copier and office supplies , and restricted access to Office of Youth Development servers. 3. The contractor shall not be allowed to have additional employees on site who are being ‘trained’ by the systems programmer doing the work. 4. The contractor technical resource assigned to this contract must be available during the Office of Youth Development normal staffing hours of 8:00 a.m. to 4:30 p.m. (CST) Monday through Friday, and must also be available on an on-call basis during |
|---|

- hours outside the normal business hours.
5. Office of Youth Development will be responsible for the supervision, direction and control of its own personnel.
 6. The contractor technical resource must have 24 hour access to a worldwide knowledge database with questions/answers on IBM Lotus Notes/Domino application usage and support issues.
 7. Office of Youth Development will provide, for the duration of the project, a State Project Manager who is familiar with the Office of Youth Development information technology and operating environment.
 8. For each issue where the State needs assistance, Office of Youth Development will provide to the contractor technical resource assigned to this contract a general description of the assistance needed.
 9. Office of Youth Development will hold weekly status meetings with the contractor technical resource assigned to the contract at which such time the contractor technical resource will provide a written weekly status report.

Office of Youth Development reserves the right to review the qualifications of any assigned resources, and have input to the selection of assigned resources. Office of Youth Development reserves the right to request replacement resources if the assigned resource does not meet our expectations of technical qualifications, experience, professionalism, dependability, customer service, and quality.

3. Estimated Schedule

The following schedule reflects the estimated time frame for completion of the services detailed in this RFP:

An average of 40 hours of supplemental technical staff per week, based upon the issues to be resolved and or level of assistance required (total should not exceed 640 hours).

4. State Staff, Roles, and Responsibilities

- A. The Office of Youth Development shall provide an IT staff member, hereafter referred to as the “State Project Manager”, familiar with the Office of Youth Development information technology hardware and software environment to work with the contractor for the duration of the contract.
- B. The Office of Youth Development shall provide the contractor with a cubicle, desktop PC, printer, restricted Office of Youth Development network and Internet Access, email, local telephone service, standard desktop office software (word processor, spreadsheet), limited use of copier and office supplies , and restricted access to Office of Youth Development servers .
- C. The contractor may utilize the Office of Youth Development IBM Support Line services for the resolution of problems and/or issues.
- D. Office of Youth Development will provide timely access to documentation as required to complete each of the deliverables.
- E. Office of Youth Development will provide timely reviews of submitted work products and approve such deliverables for payment of invoices when completion criteria are met.
- F. Office of Youth Development will accompany the contractor in those secured computer facilities where access is needed to complete project tasks. Contractor will abide by all State security procedures.

Office of Youth Development will coordinate scheduling of interviews with selected entities and prioritize additional tasks to be completed, as time is available.

5. Additional Terms and Conditions Specific to this RFP

The services to be provided under this RFP are subject to the following additional provisions:

All data contained in the systems is highly confidential. Contractor will come into possession of information regarding youth being served by the Office of Youth Development. Contractor will agree to adhere to confidentiality requirements as provided in LA Ch. C. Art. 412 and LSA-R.S. 15:574.12 to prevent the unauthorized use or disclosure of any information obtained as a result of work pursuant to this contract. Such confidentiality protections apply regardless of the form in which the information exists, whether hardcopy or electronic.

6.0 Technical Requirements**6.1 Task Definition**

A. Contractor shall make available to the State technically competent personnel for the purpose of providing the services required to accomplish the tasks described in contract. Each such task, listed as Task Schedules, will be considered complete when the completion criteria, as defined in the applicable tasks, are met.

B. Each Task Schedule specified in the Statement of Work contains, at a minimum, a description of the task, a statement of the Contractor's responsibilities, completion criteria, a list of deliverable items (if any), the estimated starting date and completion dates, estimated number of hours per task, and a cost for each task based on the hourly rate proposed.. The aggregate of the costs for all Task Schedules shall not exceed the maximum amount of the contract.

C. The Contractor agrees that Contractor shall perform the services for which the Contractor is responsible, that Contractor shall accomplish this work in the manner stated in the Statement of Work, and that the Contractor will provide the deliverable items as required. This performance is predicated, however, on the State meeting its responsibilities in the manner described in the Statement of Work.

6.2 Project Management

A. *Control and Supervision* - The services provided by the Contractor to accomplish the Statement of Work shall be under the control, management, and supervision of the Contractor, unless stated otherwise in the SOW.

B. *Provide Project Work Plans and Progress Reports* – The Contractor shall provide written and oral status reports as specified in the Statement of Work.

C. *Provide Time Sheets* – Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project Manager indicating effort expended by each member of its, or its subcontractors' staff, participating in this contract.

6.3 Contractor Resources

A. *Project Staff*. Contractor shall provide competent and qualified project staff as specified for the applicable task schedule in the Statement of Work.

7. Attachments

A. Cost Sheet for Contractor's Response

*** *Proposer must complete*

B. Sample Board Resolution

*** *Proposer must complete*

C. W-9 Form

*** *Proposer must complete*

D. Sample Contract Format

Attachment A**COST SHEET**

This sheet must be signed by the person authorized to bind the proposing organization as indicated in the Board Resolution (Attachment B) in order to be considered.

My proposed hourly rate is \$_____.

This rate is all-inclusive of such things as travel, materials, supplies, salaries, etc.

My proposed cost per task are indicated below, based on the above hourly rate:

TASK	HOURS	COST

I understand that if I am awarded a contract agreement as a result of this proposal, I will be required to provide these services at the above quoted rates for the full term of the contract.

SUBMITTED BY: _____ DATE: _____

APPROVED BY: _____ DATE: _____

Attachment B.

SAMPLE BOARD RESOLUTION

MEETING OF THE BOARD OF DIRECTORS
OF
(CORPORATION'S NAME)

A meeting of the Board of Directors of (CORPORATION'S NAME) was held on (DATE), whereby a resolution was passed authorizing (NAME AND TITLE OF THE INDIVIDUAL AUTHORIZED TO SIGN ON BEHALF OF THE CORPORATION) by his signature, to enter into any and all contractual obligations on behalf of this corporation.

Secretary and/or Chairman

Attachment C.

W-9 forms may be obtained by written request to the RFP Coordinator or by downloading the form from the internet at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

Attachment D.

APPENDIX 4A (Rev. 7/05)

CONTRACT BETWEEN
LOUISIANA OFFICE OF YOUTH DEVELOPMENT
AND

Contractor

CONTRACT # _____

1) MAILING ADDRESS:	2) CITY, STATE, ZIP CODE:
3) FEDERAL TAX I.D. NUMBER OR SOCIAL SECURITY NUMBER:	4) LICENSE OR CERTIFICATE NUMBER:

5) DESCRIPTION OF SERVICES TO BE PROVIDED: Include description of work to be performed, objectives and measures of performance which should be time bound, description of reports or other deliverables with dates for submission (if applicable). For consulting services, a resume' of key contract personnel and amount of effort each will provide under the terms of the contract should be attached.

Purpose of Contract:

Contract Objectives:

Measures of Performance:

Monitoring Plan:

Monitoring of contract objectives will be performed by

6) BEGINNING DATE:	7) ENDING DATE:
---------------------------	------------------------

This contract is not effective until approved by the Director of the Office of Contractual Review in accordance with La. R.S. 39:1502. It is the responsibility of the Contractor to advise the Office in advance if contract funds or contract terms may be insufficient to complete contract objectives.

8) MAXIMUM CONTRACT AMOUNT:	9) PAYMENT MADE ONLY UPON APPROVAL OF:
------------------------------------	---

10) TERMS OF PAYMENT: Stipulate rate or standard of payment, billing intervals, invoicing provisions; including travel reimbursement when applicable. Contractor will be paid an hourly rate of _____, payable monthly.

Contractor shall bill the Office within fifteen (15) days of the end of the month on the 'Contract Provider's Invoice' supplied by the Office. The invoice must be submitted to the Contract Performance Coordinator. Office will issue payment within fifteen (15) days of approval of the invoice by the Office of Youth Development's Chief Fiscal Officer if there are no discrepancies. The Office reserves the right to reduce the contractor's invoice if the services provided during the invoiced month have not been provided or have not been provided satisfactorily and in accordance with the contract. Payment of said reduction will be held until satisfactory resolution has been made.

11) SPECIAL PROVISIONS:

The Contractor understands and agrees that the following special conditions of the contract exist for the benefit of the institution, the employees and the inmates and agrees to abide by said special conditions contained herein and in Section 2 "Employee Rules" of the *Corrections Services Employee Manual* which is attached. "Contractor" shall be substituted for "Employee" throughout. Should the manual be modified or amended, Contractor will be notified and shall comply with the rules as modified or amended.

Contractor understands and agrees that violation of any of the following special conditions shall be cause for immediate cancellation of this contract without prior notice:

Director's Policy

1. While on the institutional grounds, the Contractor will strictly adhere to all federal, state and local laws and institutional directives.
2. Any person may be barred from the institution or removed from the institution if it is in the best interest of the Office.
3. If requested to do so by the Director, the Contractor must leave the institution grounds immediately.

Confidentiality/Records

Both parties acknowledge that in providing services under this contract, Contractor may come into possession of information regarding youth being served by the Office of Youth Development. Contractor agrees to adhere to confidentiality requirements as provided in La. Ch. C. Art. 412 and LSA-R.S. 15:574.12 to prevent the unauthorized use or disclosure of any information obtained as a result of work pursuant to this contract. Such confidentiality protections apply regardless of the form in which the information exists, whether hardcopy or electronic.

Contractor further acknowledges that such information is the property of the Office of Youth Development and Contractor shall, upon demand by the Office, turn over any and all files and information on youth served in this program, including any copies or reproductions, regardless of form in which it may exist, whether hardcopy or electronic.

12) STANDARD PROVISIONS:

Any alterations, variations, modifications, waivers of provisions or amendments to this contract shall be valid only when they have been reduced to writing, duly signed by both parties and when required, approved by the Division of Administration and attached to the original of this contract. Reimbursement for services not provided for in this contract shall be disallowed.

Contractor shall not assign any interest in the contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Office except that claims for money due or to become due to the Contractor from the Office under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Office's Procurement and Contractual Review Division.

The Contractor agrees to abide by the requirements of the following as applicable: Americans with Disabilities Act of 1990, Title VI and VII of the Civil Rights Act of 1964 as amended by Equal Opportunity Act of 1972, La. R.S. 15:574.12, Confidentiality, Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, Federal Executive Order 11246 and the Federal Rehabilitation Act of 1973, as amended. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of the Contractor, which relate to this contract.

Contractor agrees and realizes that this agreement is subject to and conditioned upon the availability and appropriation of Federal and/or State funds and that no liability or obligation for payment will develop between the parties until this agreement has been approved by the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Should Contractor or any of its employees become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor or its employees must notify the appointing authority of the State agency for which he has become employed of any existing contract with the State of Louisiana. The Office reserves the right to cancel the contract should a conflict of interest or a violation of state law occur as a result of employment with the State.

No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Legislature or any local governing authority or of any political subdivision. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law under consideration by the Legislature or governing authority or of any political subdivision. Contracts with individuals, such as physicians, shall be exempt from this clause.

Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except for those claims, demands and/or causes of action arising out of the negligence of the Office, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claim, etc.) is groundless, false, or fraudulent.

Contractor agrees to retain all books, records, and other document relevant to this contract and the funds expended hereunder for at least three (3) years after final payment.

Contractor agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be Contractor's obligation.

Contractor shall not enter into any subcontract for work or services contemplated under this agreement without obtaining prior written approval of the Office. Any subcontracts approved by the Office shall be subject to the conditions and provisions that the Office may deem necessary. Such prior written approval, unless otherwise provided in this agreement, shall not be required for the purchase by Contractor of supplies and services which are incidental but necessary for the performance of the work required under this agreement. No provisions of this clause and no such approval by the Office of any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of the Office beyond those specifically set forth herein. No subcontract shall relieve the Contractor of responsibility for the performance under this contract.

Any dispute concerning question(s) of fact arising under this contract which is not disposed of by agreement between the Contractor and Contract Performance Coordinator shall be decided by the Chief Fiscal Officer of the Department who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. In connection with any proceeding under this clause, the Contractor shall be afforded the opportunity to be heard and to offer evidence in support of its appeal. The decision of the Chief Fiscal Officer shall be final and conclusive unless within thirty (30) days from the date of receipt of the decision or refusal to accept such copy of the decision which will be sent by certified mail, the Contractor mails or otherwise furnishes to the Deputy Secretary of the Department a written appeal. The decision of the Deputy Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive. Contractor may, however, choose to pursue the dispute in accordance with the provisions of LSA R.S. 39:1524-1526. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract in accordance with the Deputy Secretary=s or designee=s decision.

The Contractor or Office shall be excused from performance under the contract for any period that the Contractor or Office is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic or court order provided the Contractor or Office had prudently and promptly acted to take any and all corrective steps that are within the Contractor's or Office's control to ensure that the Contractor or Office can promptly perform.

The Office may terminate this Contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the contract; provided that the Office shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice the Contractor shall not have corrected

such failure then the Office may place the Contractor in default and the contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the Office to comply with the terms and conditions of this contract; provided the Contractor shall give the Office thirty (30) day written notice specifying the Office's failure.

The Office or Contractor may terminate this contract at any time by giving thirty (30) days written notice to either party. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily. The Office has the right to cancel this contract upon less than thirty (30) days due to budgetary reductions or changes in fund priorities of the State as stated hereinabove.

The contract is also subject to termination upon the filing of a petition under Federal Bankruptcy Law or thirty (30) days after the filing of such petitions by the Contractor, unless such petitions shall have been dismissed during such thirty (30) day period.

Upon completion or termination of this contract all records, reports, worksheets or any other materials related to this contract shall become the property of the Office and shall, upon request, be returned at Contractor's expense to the Office. The Office shall retain ownership of all work product and documentation in whatever form.

This agreement contains or has attached hereto all the terms and conditions agreed upon by the contracting parties. In witness whereof, this agreement is signed and entered into on this _____ day of _____.

Simon G. Gonsoulin, Deputy Secretary
Office of Youth Development

Witness

Contractor

Witness